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Los Angeles Superior Court

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12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 COUNTY OF LOS ANGELES

14 UNLIMITED JURISDICTION

15 **BY FAX**

16 JOYCE MCKINNEY,

17 Plaintiff,

18 v.

19 ERROL MORRIS; SUNDANCE SELECTS;
20 IFC FILMS LLC; RAINBOW MEDIA
21 HOLDINGS LLC; CABLEVISION
22 SYSTEMS CORPORATION; AIR LOOM
23 ENTERPRISES LLC; MOXIE PICTURES
24 INC.; MARK LIPSON; ROCK PAPER
25 SCISSORS, LLC; JOHN KUSIAK; MILAN
26 ENTERTAINMENT INC.; and DOES 1-50,

27 Defendants.

28 Civil Case Number

1C095322

COMPLAINT FOR:

- (1) COMMON LAW MISAPPROPRIATION OF LIKENESS;
- (2) COMMERCIAL MISAPPROPRIATION OF LIKENESS - CIVIL CODE §3344;
- (3) INTRUSION ON SECLUSION;
- (4) FALSE LIGHT;
- (5) DEFAMATION;
- (6) INTENTIONAL MISREPRESENTATION/FRAUD;
- (7) BREACH OF CONTRACT;
- (8) INTENTIONAL INFILCTION OF EMOTIONAL DISTRESS;
- (9) CONVERSION;
- (10) UNJUST ENRICHMENT;
- (11) VIOLATION OF CAL. BUS. & PROF. CODE § 17200

29 **JURY TRIAL DEMANDED**

1 Plaintiff Joyce McKinney asserts this Complaint against Errol Morris, Sundance
2 Selects, IFC Films LLC, Rainbow Media Holdings LLC, Cablevision Systems Corporation,
3 Air Loom Enterprises LLC, Moxie Pictures Inc., Mark Lipson, Rock Paper Scissors, LLC,
4 John Kusiak, Milan Entertainment Inc., and Does 1-50 (collectively, "Defendants"), and
5 alleges as follows:

6 **INTRODUCTION**

7 I. According to a press release, "Tabloid," Errol Morris's most recent film,
8 "pushes the boundaries of documentary film," which is true: the film's subject, Joyce
9 McKinney, was unwittingly tricked into giving Morris an interview, which she was told
10 would help "clear [her] name" as part of a Showtime television series about the paparazzi.
11 Instead, Errol Morris and his associates schemed to piece together an R-rated, defamatory film
12 about Joyce herself. The film dredges up a long-dead tabloid hoax, the so-called "Manacled
13 Mormon" story. British tabloids concocted that story in 1977 based on false information that
14 Mormons disseminated when McKinney tried to rescue her fiancé from the Mormons, which
15 led to McKinney's wrongful arrest for "carrying away" her fiancé. Over thirty years later,
16 "Tabloid" revives the "Manacled Mormon" story and takes it to a new, outrageous level. In
17 September 2009, while Morris interviewed McKinney for the non-existent Showtime
18 television series, his cronies ransacked her luggage and stole personal photographs and
19 memorabilia that she had planned to use for a book—memoirs based on her life. One of
20 Morris's cronies, Mark Lipson, repeatedly lied to McKinney in deceptive attempts to obtain
21 her purported consent. The film promotes vicious and malicious lies about McKinney. It
22 casts a positive light on various unscrupulous tabloid "journalists" who created the scandal
23 and who repeatedly insulted and slandered McKinney, questioned her character and morality,
24 and accused her of raping a 300 pound, 6'5" man. The film portrays McKinney as a
25 prostitute. It portrays her as engaging in S&M for money, while flashing sex ads with
26 pictures of women who are not McKinney. It portrays her with a hypodermic needle inserted
27 in her genital area. It includes comments about "*vagina dentata*" while showing an X-ray of a
28 vagina with teeth, followed by a stolen photo of McKinney where the camera has zoomed in

1 on her crotch, then pans up to her face. The film uses a stolen, innocent photo of McKinney
2 in a college musical, "The Apple Tree," to portray her as an evil seductress. McKinney never
3 authorized any of this. The deception was so disgusting that, in order to force McKinney
4 under duress to sign a "Consent," Morris's crony Mark Lipson promised a desperate woman a
5 lawyer to help save her service dog from being killed in a pound. In fact, no lawyer showed
6 up for a critical hearing, and McKinney's service dog was killed. Lipson and Morris were
7 never honest with McKinney, and they exploited McKinney's charm and story to line their
8 own pockets.

9 **THE PARTIES**

10 2. Plaintiff Joyce McKinney ("Plaintiff") is an individual.
11 3. Defendant Errol Morris ("Morris") is an individual residing in Cambridge,
12 Massachusetts, and at all relevant times mentioned herein was conducting business in the state
13 of California.

14 4. Defendant Sundance Selects ("Sundance") is, on information and belief, an
15 entity that at all relevant times mentioned herein was conducting business in the state of
16 California.

17 5. Defendant IFC Films LLC ("IFC") is a Delaware limited liability company
18 having its principal place of business in New York that at all relevant times mentioned herein
19 was conducting business in the state of California.

20 6. Defendant Rainbow Media Holdings LLC ("Rainbow") is a Delaware limited
21 liability company having its principal place of business in New York that at all relevant times
22 mentioned herein was conducting business in the state of California.

23 7. Defendant Cablevision Systems Corporation ("Cablevision") is a Delaware
24 corporation having its principal place of business in New York that at all relevant times
25 mentioned herein was conducting business in the state of California.

26 8. Defendant Air Loom Enterprises LLC ("Air Loom") is a limited liability
27 company duly organized under the laws of the state of California that at all relevant times
28 mentioned herein was conducting business in the state of California.

1 9. Defendant Moxie Pictures Inc. ("Moxie") is a corporation duly organized
2 under the laws of the state of California that at all relevant times mentioned herein was
3 conducting business in the state of California.

4 10. Defendant Mark Lipson ("Lipson") is an individual residing in Venice,
5 California.

6 II. Defendant Rock Paper Scissors, LLC ("RPS") is a limited liability company
7 duly organized under the laws of the state of California that at all relevant times mentioned
8 herein was conducting business in the state of California.

9 12. Defendant John Kusiak is an individual residing in Arlington, Massachusetts.

10 13. Defendant Milan Entertainment Inc. is a California corporation having its
11 principal place of business in California that at all relevant times mentioned herein was
12 conducting business in the state of California.

13 14. The true names and capacities, whether individual, corporate, associate or
14 otherwise, of each of the Defendants designated herein as DOES are unknown to Plaintiff at
15 this time and therefore said Defendants are sued by such fictitious names. Plaintiff will
16 amend this Complaint to show their true names and capacities when ascertained. Plaintiff is
17 informed and believes and thereon alleges that each Defendant designated herein as a DOE
18 defendant is legally responsible in some manner for the events and happenings herein alleged
19 and in such manner proximately caused damages to Plaintiff as hereinafter further alleged.

15. Plaintiff is informed and believes and thereon alleges that each of the
Defendants was acting as the agent, employee, partner, or servant of each of the remaining
Defendants and was acting within the course and scope of that relationship, and gave consent
to, ratified, and authorized the acts alleged herein to each of the remaining defendants.

JURISDICTION

16. The Court has personal jurisdiction over Defendants pursuant to California
Code of Civil Procedure § 410.10 because they are residents of California, are doing business
in the State of California, have committed acts or omissions in California with respect to one
or more causes of action arising from these acts or omissions, and/or have caused effects in

1 California with respect to one or more causes of action arising from these effects.

2 17. Venue is proper in Los Angeles County in accordance with Code of Civil
3 Procedure § 395(a) because injury to Plaintiff is alleged to have occurred in this county.

4 **GENERAL ALLEGATIONS**

5 18. Defendants, individually and/or through their/its employees/agents, wrote,
6 produced, and/or distributed the motion picture "Tabloid."

7 19. On or about August of 2009, Plaintiff was contacted by Ajae Clearway
8 ("Clearway"), a woman who claimed to be producing a television series for Showtime, and
9 who asked Plaintiff to give an interview about paparazzi and how they destroy privacy.

10 20. Thirty two years earlier, in 1977, when Plaintiff attempted to rescue her fiancé,
11 Kirk Anderson, from the Mormons, she was wrongfully arrested for "carrying away" her
12 fiancé, based on false information disseminated by Mormons and tabloids who falsely accused
13 Plaintiff of chaining the 300-pound Anderson to a bed and repeatedly "raping" him for three
14 days. McKinney was 112 pounds, a beautiful young woman who had been crowned Miss
15 Wyoming. At that time and to this day, Plaintiff has always maintained her innocence.
16 Plaintiff was a moral woman and a virgin when she met her fiancé. The tabloid media
17 sensationalized the events. The *Daily Mirror* called it the "Manacled Mormon" story.

18 21. Clearway told Plaintiff that Errol Morris, a director and maker of films,
19 including "The Thin Blue Line" and "Fog of War," wished to interview Plaintiff. Clearway
20 stated that it would be a "short interview" about tabloid tactics and paparazzi and how they
21 destroy privacy, and would be shown on Showtime network. Clearway told Plaintiff that
22 Morris knew that Plaintiff was innocent of accusations that had been leveled against her in
23 England in 1977 and would depict that fact in the TV show. Clearway told Plaintiff that it
24 would help "clear your name." Clearway told Plaintiff that Morris's agents would go to
25 England to obtain court records to show that Plaintiff was never even charged with rape, and
26 would share the records with her. Clearway promised that no defamatory material would be
27 used, and nothing at all from the *Daily Mirror* tabloid. Clearway also promised that in order
28 to protect Plaintiff's privacy, Plaintiff's home, family and pets would not be photographed,

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1 her location would not be revealed, and her contact information would not be provided to
2 journalists. Based on these promises, all of which were violated. Plaintiff agreed to give
3 Morris an interview on September 12, 2009.

4 22. By letter dated August 28, 2009, Clearway confirmed Plaintiff's interview on
5 September 12, 2009, and stated that a Town Car would be sent to pick Plaintiff up and bring
6 her back after the interview. That letter, signed by Clearway, indicates that it is from Air
7 Loom. On information and belief, Clearway was, at all relevant times, an employee of Air
8 Loom.

9 23. Based on her conversation with Clearway, Plaintiff reasonably believed that
10 the upcoming interview by Errol Morris would be used as part of a Showtime television
11 series, and that it would reflect positively on Plaintiff's reputation and affirm her innocence of
12 false accusations that Mormons and British tabloids made against her in Great Britain in 1977.

13 24. On the morning of September 12, 2009, instead of sending a Town Car to
14 Plaintiff's residence, Clearway and other individuals arrived at Plaintiff's home in two
15 vehicles, an SUV and a compact car. Clearway barged rudely into Plaintiff's home and
16 office, stating that one photograph of her in the Miss USA beauty pageant was needed for the
17 Showtime TV series. Clearway looked around Plaintiff's office and plundered through
18 Plaintiff's belongings, including materials for a book that Plaintiff was writing about her
19 ordeal in England in 1977. Clearway grabbed Plaintiff's news clips, memorabilia, and
20 treasured photos. Clearway roughly dumped some of these materials into plastic bins that
21 Clearway had brought with her to Plaintiff's home, and picked up McKittrick's luggage
22 containing other materials. Clearway told Plaintiff that these materials could be sorted
23 through at their destination as they needed only one picture of Plaintiff in the Miss USA
24 beauty pageant but that they were in a hurry because Errol was waiting.

25 25. This behavior surprised Plaintiff but she believed Clearway's representations.
26 Plaintiff understood that she herself would help sort through the materials that Clearway's
27 associates were bringing from Plaintiff's home to their destination, and that after the "short
28 interview" at the studio, Errol Morris would pick out the one picture that he needed for the

1 Showtime television series, and then return the materials to Plaintiff. This never happened.

2 26. Plaintiff is visually impaired. She was not aware or informed of the studio
3 location to which she was being driven on September 12, 2009 for her interview with Morris.

4 27. On September 12, 2009, Plaintiff, along with Clearway and Defendants' other
5 agents, arrived at their destination, which upon information and belief is located in Van Nuys,
6 California, ShowBiz Studios.

7 28. Although Plaintiff understood that Morris was to interview her about
8 paparazzi, Morris drifted into questions about Plaintiff's background, her life, and her
9 experiences, straying into the 1977 love story. Morris began asking Plaintiff about how she
10 met Kirk Anderson, how she had been wrongfully imprisoned in Great Britain, and how she
11 had been slandered. Morris also asked Plaintiff a number of questions about cloned puppies
12 that Plaintiff had purchased several years earlier, and also asked Plaintiff several "off-color"
13 questions. Plaintiff was surprised by many of Morris's questions, which she did not consider
14 relevant to the Showtime television series as it had been described to her.

15 29. When Morris finished interviewing Plaintiff and Plaintiff emerged from the
16 interview, rather than reviewing the materials brought from her home with Morris or others,
17 Plaintiff found that Defendants' agents and employees had been looking through her materials
18 while she was in the interview. Mark Lipson, an employee of Air Loom, asked to keep
19 Plaintiff's materials until Tuesday, but Plaintiff denied his request, telling him that she had
20 collected the materials for years for her book. At that point in time, however, unbeknownst to
21 Plaintiff and without her consent, Defendants had already scanned Plaintiff's photos and had
22 taken many of Plaintiff's materials.

23 30. Lipson also tried to push Plaintiff into signing a release at the studio on
24 September 12, 2009, after Plaintiff's interview was finished. Plaintiff refused to sign it.
25 Lipson, apparently agitated that Plaintiff would not sign the document, wrote Plaintiff's name
26 himself on the document, in Plaintiff's presence. Lipson indicated that he was showing
27 Plaintiff how easy it would be to sign it, as if that would induce her to sign. Plaintiff's name
28 is clearly not in Plaintiff's handwriting and her middle name is misspelled.

1 31. Lipson later sent Plaintiff a letter dated September 16, 2009 accompanied by
2 the proposed release with the date handwritten as September 12, 2009 with Plaintiff's name
3 handwritten, her middle name misspelled. The release purported to grant Defendants the
4 unlimited right to use Plaintiff's likeness and interview "in and in connection with the
5 production, exploitation, and/or distribution of the documentary motion picture / television
6 production currently entitled "Tabloid"" Plaintiff did not sign it.

7 32. The letter referring to the September 12, 2009 release stated: "This is a non-
8 exclusive agreement and in no way ties up your life rights." The letter also stated: "This
9 agreement only pertains to the use of the interview in the Errol Morris TV show. (ic) we
10 cannot sell or license the interview footage to another show." The letter also stated that "this
11 episode will be a small portion" of "THE SERIES" (emphasis in original). The letter stated
12 that it intended to make these points "very clear to you" in order to "address your concerns."
13 At the end of the letter, directly under the words "Yours truly, Mark Lipson," the following
14 words are printed: "Untitled - Errol Morris TV Series."

15 33. The letter accompanying the September 12, 2009 release was designed to be
16 easier for Plaintiff to read than the release, being in boldface and in a larger font.

17 34. Subsequent to September 12, 2009, Plaintiff discovered that photographs and
18 print materials that had been taken to the location of her interview on September 12, 2009
19 were missing from her suitcase, for example: treasured photographs of McKinney as a baby
20 belonging to her parents; materials about the libelous "Maneclad Momma" tabloid story; two
21 film treatments that Plaintiff had written, one entitled "A Very Special Love Story," and a
22 film treatment about Plaintiff's cloned dogs; family home movies belonging to Plaintiff's
23 parents; a valuable memorabilia collection documenting Plaintiff's love story; and private
24 correspondence about Plaintiff's cloned dogs.

25 35. Plaintiff spoke with Lipson about the materials that were missing from her
26 suitcase. Initially Lipson denied Air Learn's involvement in retaining or failing to return any
27 of Plaintiff's materials or belongings.

28 36. Lipson and Clearway continued repeatedly to call and harass Plaintiff to ask
8

1 her for additional information about her past, and to pressure her to sign some sort of paper.
2 Lipson continued to deny that he had stolen any photos.

3 37. On or about September 29, 2009, Plaintiff, Lipson, and Clearway met to
4 discuss a new draft of the release ("the September 29, 2009 release"). The draft of the
5 September 29, 2009 release, as prepared by Defendants, contains some changes in wording.
6 For example, the September 29, 2009 release eliminates the words "motion picture" that were
7 in the following phrase of the September 12, 2009 release: "the documentary motion picture /
8 television production currently entitled 'Tabloid'." Indeed, the September 29, 2009 release
9 replaces that phrase with the words: "the documentary television production currently entitled
10 'Tabloid'." However, the September 29, 2009 release, which was supposed to be about a
11 "Showtime television series" on paparazzi and states that "it pertains exclusively to any and
12 all aspects of the Project to Showtime Network," is deceptively worded to purportedly allow
13 Defendants later to "edit or otherwise alter, distribute, exhibit, broadcast, promote, and
14 advertise the Project, including excerpts therefrom, in any and all manner and media . . . ,
15 including, without limitation, by means of documentary motion picture. . . ." Moreover, based
16 on what Lipson and Clearway stated orally and by letter, Plaintiff understood the project to be
17 a Showtime TV series that would reflect positively on her and "clear [her] name."

18 38. Upon being presented with the September 29, 2009 release, Plaintiff marked it
19 up with strikethroughs, additions, and deletions. For example, Plaintiff changed "September
20 12, 2009" to "September 29, 2009", and she struck through a portion of the release that
21 purported to release Defendants from liabilities and legal claims. Plaintiff asked Lipson to
22 create a revised version incorporating the handwritten changes. Lipson told Plaintiff to initial
23 the changes, and insisted that Plaintiff not have a lawyer review it before signing it.

24 39. After September 29, 2009, Lipson began telling Plaintiff that she was
25 "mentally ill" and "crazy" and should "go see a psychiatrist."

26 40. Around November 2009, Plaintiff became involved in legal action to save her
27 beloved service dog Jazz Puppy, a licensed service dog who was trained as a mobility dog and
28 was also protection trained, from being killed by local animal control officials. Upon

1 information and belief, Defendants knew of the situation involving Jazz Puppy, saw it as
2 making Plaintiff vulnerable, and seized the opportunity to prey upon Plaintiff.

3 41. Eventually, following repeated inquiries by Plaintiff about her missing
4 materials, Lipson admitted that Air Loom had kept some of the materials taken from
5 Plaintiff's suitcase on September 12, 2009. Lipson began attempting to blackmail Plaintiff,
6 stating that he would return these materials to Plaintiff if she would sign another release.

7 42. On March 17, 2010, Lipson, without permission, entered the premises where
8 Plaintiff was staying by climbing over a fence, and forcing his way in by pounding on the
9 door and shouting that if Plaintiff did not sign a paper, her dog would die. Lipson had with
10 him another version of the release, this one entitled "Consent" ("the March 17, 2010 release").

11 43. When Lipson presented Plaintiff with the March 17, 2010 release, Plaintiff was
12 visibly desperate and emotional about saving her dog Jazz Puppy. In addition to being
13 distraught, Plaintiff was exhausted from worry and lack of sleep, did not have her
14 eyeglasses, and did not have an opportunity to get her eyeglasses, which, being partially blind,
15 she would have needed in order to carefully review the release.

16 44. Plaintiff asked Lipson if the release covered the photos and other materials that
17 they had stolen from her in September. Lipson told Plaintiff that the release applied only to
18 the footage of Morris's interview with Plaintiff.

19 45. Lipson threatened Plaintiff that her dog would die if she did not sign the paper.
20 He told her that if she signed the release, he would have the "finest lawyer on Wilshire
21 Boulevard" to help save her dog, but only if she signed it immediately, stating that she did not
22 have time to take the release to a lawyer or her dog would die. Lipson played on Plaintiff's
23 emotional state and her fear of losing her beloved dog. At one point, Plaintiff clenched her
24 hand tightly to avoid taking the pen that Lipson thrust at her and Lipson stabbed her hand with
25 the pen, causing her hand to bleed, and screamed "sign it, sign it, or the dog will die!"

26 46. Relying on Lipson's deceitful misrepresentations, and understanding that the
27 release only authorized use of the footage from Morris's interview of Plaintiff on September
28 12, 2009 for use in the Showtime television series that had been described to her, exhausted

1 from worry and lack of sleep, and believing that Lipson would help save her dog from being
2 killed, Plaintiff signed a copy of the March 17, 2010 release under severe duress.

3 47. Plaintiff signed this release only after striking through a part of the document
4 referring to the "documentary motion *prodiction* currently entitled 'Tabloid' . . . " (emphasis
5 added), yet another example of wording that was designed to deceive Plaintiff, and only after
6 Lipson promised to make corrections to the remainder of the document to conform to the
7 September 29, 2009 release. Indeed, the draft of the March 17, 2010 release contains
8 language that Plaintiff specifically deleted or struck through on the September 29, 2009
9 release. For example, the March 17, 2010 release contains the words "literary materials,"
10 which Plaintiff had specifically deleted from the September 29, 2009 release.

11 48. When Mark Lipson left Plaintiff's home on March 17, 2010, he took with him
12 various paperwork relating to Plaintiff's dog, which Lipson promised to give to an attorney
13 and which he never returned. Defendants, including Mark Lipson, did little or nothing to
14 provide Plaintiff with proper legal representation in the matter of her dog Jazz being killed by
15 animal control. The lawyer that Lipson claims to have hired refused to talk with Plaintiff.

16 49. When Defendants failed to save Plaintiff's dog, Plaintiff called Lipson to ask
17 why no lawyer had been present at the stay of execution hearing, why nothing had been done
18 to assist, and why the lawyer whom Lipson claimed to have hired would not even talk with
19 her. Lipson laughed at her, and bragged that he had paid someone \$2,000 to rattle her dog's
20 cage and agitate the dog to make him bark and appear vicious, and made a video to make him
21 falsely appear vicious that was used in court, which resulted in the dog's execution.

22 50. Lipson's comments about taking part in the killing of her service dog made
23 Plaintiff, who was already traumatized about losing her dog, hysterical. Lipson again taunted
24 her, saying "if you have a nervous breakdown, Errol Morris will pay your medical bills."

25 51. Later, after Plaintiff had become suspicious of Defendants' intentions, Plaintiff
26 told Lipson: If you aren't trying to clear my name and instead somehow resurrect the old
27 tabloid kidnap/rape yarn, you would destroy my life and my family—it would kill my mother.
28 In response, Lipson again stated: "Errol Morris will pay your medical bills."

1 52. Apart from Defendants' attempts to coerce Plaintiff into signing the
2 aforementioned releases, Defendants never attempted to secure Plaintiff's consent to use the
3 footage from the interview for a motion picture allegedly based on her life, or to use her
4 likeness, her materials (photographic, video recording, newsprint or otherwise), or portions of
5 the interview with Morris, and Plaintiff never offered or gave such consent. At no time did
6 Plaintiff ever agree to, consent to, request, or acquiesce in, the making and publication of a
7 movie about herself, her private activities, or her 1977 love story and cult rescue saga.

8 53. On August 7, 2010, Mark Lipson arrived at Plaintiff's home bearing a birthday
9 card and flowers, even though it was not Plaintiff's birthday. Lipson had a small camera
10 hidden under his arm. Upset by Lipson's conduct, Plaintiff asked Lipson whether or not she
11 was being filmed, and Lipson replied in the negative. Lipson also stated, "I have a gift for
12 you – a bracelet." He gave her what turned out to be a cheap plastic pop bead bracelet,
13 stating, "it's a karma bracelet, you're going to get what's coming to you." In reality, this
14 comment was a statement of Defendants' malicious intent. Lipson continued the deception
15 about the non-existent Showtime television series, and did not tell Plaintiff about the
16 production of a movie. He made statements to Plaintiff about the TV series to make her think
17 that the series would help her find a buyer for her book and screenplay.

18 54. Subsequent to August 7, 2010, Plaintiff spoke to Kevin Young, an attorney for
19 Showtime network. Young denied that Showtime was working with Mark Lipson or Errol
20 Morris or making a TV series or anything concerning McKinney. Plaintiff also spoke with
21 other Showtime employees in development and acquisitions but they stated that they knew
22 nothing about the project. Plaintiff also received a voicemail, which upon information and
23 belief was from a woman representing Showtime. The voicemail verified Young's
24 statements, and indicated that Showtime had rejected Lipson's and Morris's project proposal.

25 55. In September of 2010, Plaintiff learned that something relating to the interview
26 footage would be showing at the Telluride Film Festival. Plaintiff called Lipson about it,
27 asking him why a Showtime television series would be shown at a film festival. Lipson stated
28 that what would be showing at Telluride was merely "raw footage," in order to test it on an

1 audience. Lipson stated that hardly anyone would see it.

2 56. In November 2010, Plaintiff traveled to New York City for the DOC NYC
3 documentary film festival where she understood that Morris's work would be shown. On
4 November 7, 2010, Plaintiff attended a screening that Morris also attended, at NYU's Skirball
5 Center for the Performing Arts, at which time she saw "Tabloid" for the first time. Upon
6 seeing the film, Plaintiff became extremely distressed, to the point of shaking and vomiting.
7 57. Plaintiff's distress at seeing the film resulted from her having been deceived
8 about the nature and true purpose of her interview with Morris, the film's resuscitation of
9 falsehoods of the defamatory "Married Mormon" story, the film's use of Plaintiff's stolen
10 materials, and the false and negative statements about and portrayals of Plaintiff in the film.

11 58. The film "Tabloid" contains many of Plaintiff's photos and home movies that
12 were taken from Plaintiff's luggage while Morris interviewed her, including images of
13 Plaintiff as a baby and as a beautiful young woman who once ran for "Miss USA." A poster
14 that advertises the film and DVD package also feature an image of Plaintiff that was taken
15 from Plaintiff's baggage, a photo of Plaintiff with an apple from a college musical called the
16 Apple Tree, which Defendants use to make McKinney appear as an evil seductive Eve in the
17 Garden of Eden. The film also contains portions of the footage that was filmed when Morris
18 interviewed Plaintiff on September 12, 2009. Other materials taken from Plaintiff's luggage
19 including film treatments and synopses based on events in her life, including her 1977 love
20 story and "cult" rescue saga, and her 2008 dog cloning in Seoul, South Korea, are also blatantly
21 exploited in the film. The film also contains photos of McKinney that were stolen from her in
22 1978. Defendants used all of these materials without Plaintiff's permission or consent.
23 59. The "Tabloid" soundtrack album entitled "Music from the Motion Picture
24 Tabloid," produced by John Kusiak and Milan Entertainment Inc., also contains photos of
25 McKinney that were stolen from her and used without her permission or consent.
26 60. In the film, Morris's interview of Plaintiff is altered and edited, and combined
27 with other footage, images, and music, all of which are designed to make Plaintiff appear to
28 be crazy, a sex offender, an \$2M prostitute, and/or a rapist.

1 61. The film "Tabloid" and/or its trailer contains the following, each of which are
2 false, misleading, and/or cast Plaintiff in a false light:

3 a. The words "BARKING MAD" flashed over an image of Plaintiff taken
4 from Morris's interview, such depiction appearing in the trailer;

5 b. In the opening sequence of the film, a picture of Plaintiff as a young
6 woman, with the words, "Little Miss Perfect," "Love in Chains," "The
7 Maniaced Mamon," and finally, "Tabloid," layered over Plaintiff's image;

8 c. The words "Joyce McKinney Sex Hostess" and "Joyce McKinney Little
9 Miss Perfect" flashed over an image of Plaintiff following her discussion of
10 wishing to find a "special guy" as a young woman;

11 d. The word "Accomplice" flashed over the image of Keith May, Plaintiff's
12 deceased friend;

13 e. An interview with a man named Jackson Shaw who lied and said that
14 Plaintiff showed him a bottle of Chloroform, with the image of a bottle of
15 Chloroform flashed over the screen, and who also said that Plaintiff had on
16 a see-through blouse and went to a nude beach and a motel with him;

17 f. The statement that Plaintiff had threatened Kirk Anderson with an imitation
18 gun, accompanied by the image of a revolver, an image of Plaintiff acting
19 in a pioneer scene with a shotgun, and the words, in clipped newsprint,
20 "Get Me a Gun!," "May had ropes," "nobody was going to stop her," "I
21 Want a Baby!," to make Plaintiff an attractive blonde former Miss
22 Wyoming, appear as a crazed sex offender and rapist who was unable to
23 get a man and therefore had to fly thousands of miles to England to kidnap
24 and rape a 300-pound, 6'5" man;

25 g. The suggestion that Plaintiff had referred her fiancé and held a gun to his
26 head in order to get sex;

27 h. The word "KIDNAPPED" flashed over the screen while Plaintiff was
28 describing her tryst with Kirk Anderson in Great Britain, and the word

"unwilling" flashed over the screen while Plaintiff was describing the false accusations of "unwillingness" on the part of Anderson;

- i. Interviews with Peter Tory in which he described Plaintiff "kidnapping" Kirk Anderson, "chaining him to a bed," and "raping" him in a cottage in England, with a picture of handcuffs and the words "Love Kinks" placed on-screen, as if Plaintiff and her fiance were freaks;
- j. It portrays McKinney as a rapist, which she was not;
- k. It portrays McKinney as having been charged with rape, which she was not;
- l. It portrays McKinney as a prostitute, which she was not;
- m. It portrays McKinney as an S&M hooker, which she was not, showing sex ads from sex papers in which prostitutes advertise, featuring images of women who are not Plaintiff in ads that are not hers;
- n. It suggests that McKinney sold sexual services that were advertised in numerous sex ads, showing such ads as the following:
 - i. an ad stating "7-Days 24Hrs" with an image of a woman holding her bare breast;
 - ii. another ad stating "OUTCALL MASSAGE - BIG TITS ... In your home or motel room" and "Fully enjoy a young girl";
 - iii. another ad stating "BIG ONES - WE HAVE 'EM AND WE WANT 'EM - PLEASE LET US TAKE CARE OF ALL YOUR HARD PROBLEMS";
 - iv. another ad, partially obscured, includes the words "SLAVE," "every command," "I'll chain you," "like a dog," "rub my panties";
 - v. another ad, partially obscured, includes the words "If you don't obey," "Walk you like a dog," "I'll rub my pa... in your face," "am the Mistress Sadie," "outcall only";
 - vi. another ad, partially obscured, includes the words "SUBMIT TO

1 ENGLISH LEATHER - GUARANTEED SATISFACTION - ALL
2 FETISHES ALL FANTISIES ENFORCED";
3 vii. another ad includes the words "HOUSE OF DOMINANCE."
4 "BONDAGE DISCIPLINE CHAINS, WHIPS - 5 DIFFERENT
5 KINDS OF ENEMAS - UNTRAINED OR TRAINED
6 SUBMISSIVES - 3 ALL NEW FULLY EQUIPPED DUNGEONS
7 - ALL FANTASIES & FETISHES CATERED TO-
8 SPECIALIZED SERVICES FOR T.V.:S - OPEN 7-DAYS NOON
9 TO MIDNIGHT";
10 viii. another ad, partially obscured, includes the words "CALL ME
11 TAKE ME I'M YOURS";
12 ix. another ad, partially obscured, includes the words "WILD COEDS
13 OUTCALL SPECIALIZING IN BIG TITS WET AND READY";
14 x. another ad, partially obscured, includes the words "DOUBLE
15 PLEAS.: SERVING L.A"
16 o. Depictions of Plaintiff with "faked nudes" of her head superimposed on
17 others' bodies and altered photos to make her appear to have a sordid past;
18 p. Comments about "*vagina dentata*" in the course of telling a supposed story
19 about Plaintiff and showing an X-ray of a vagina with teeth, followed
20 within 5 seconds by a photograph of McKinney where the camera has
21 zoomed in on her crotch, then pans up to her face;
22 q. An image of Plaintiff's Miss USA photo altered to show a huge
23 hypodermic needle insened in her vaginal area, with a grimacing altered
24 head, such depiction appearing both in the film and in the trailer,
25 r. A clip of a television report about supposed accusations against Plaintiff
26 regarding "kidnapping" which in fact and reality was not a kidnap at all but
27 a cult rescue of Plaintiff's beloved fiance;
28 s. An interview with Jackson Shaw in which the words "The Truth" were

flashed over his image while he was recounting his false version of events.

t. Shaw and the prevaricating tabloid reporters are portrayed as truth-tellers, while McKinney is portrayed as a liar, a flake, and as an oversexed prostitute who raped a man.

5 62. The film is deliberately designed to cast doubt on Plaintiff's account of what
6 actually occurred in 1977. The film presents interview clips and images of Plaintiff, followed
7 by interview clips of others, especially and including Peter Tory and Jackson Shaw—none of
8 whom were actually present at the cottage with Plaintiff and Kirk Anderson—presenting
9 substantially different versions of events, with their versions contradicting Plaintiff's account
10 and the facts. Tory referred to Plaintiff's truthful account as "nonsense" and made light of
11 what he calls a "sanitized version of the truth." Shaw and Tory falsely suggested that Plaintiff
12 and her brotherly friend, architect Keith May, had engaged in sexual activities together, and
13 that May was her dim-witted slave. They also imply that Plaintiff was a "call girl" who at
14 various points been paid for sexual services, which was blatantly untrue. Plaintiff was a
15 virgin who had saved herself for her fiancé, whom she deeply loved, and to whom she was
16 devoted and faithful.

17 63. The film also contains several minutes of interview about Plaintiff's dog Booger
18 and Plaintiff's efforts to clone him. The use of this portion of the interview in the film, as
19 well as the use of private materials and a synopsis pertaining to Plaintiff's dogs, was used by
20 Morris and Lipson not only without Plaintiff's permission, as was the use of every other
21 portion of the interview and Plaintiff's materials, but was also never contemplated or
22 discussed with Plaintiff. The adorable puppies are depicted as freaks and, in a distorted way,
23 are portrayed as a substitute for human children.

24 64. The film features numerous portions of interviews with tabloid employee Kent
25 Gavin in which Gavin, who has never met Plaintiff, states that Plaintiff exchanged sex for
26 money and that she had advertised to give out sexual services, while the film shows clips of
27 naked women and "call girls" taken from sex papers. These clips and Gavin's statements are
28 false, misleading, and/or cast Plaintiff in a false light, and are libelous.

1 65. Reporting on an interview with Peter Tory, Andrew Anthony of *The Observer*
2 quotes Tory as stating: "To my certain knowledge, in those days most of the papers were
3 written and edited by people who were technically drunk." Anthony summarized: "For Tory
4 the McKinney stunt was just another mad adventure in what was a non-stop Fleet Street party
5"

6 66. Defendants deliberately omitted from the film material proving that McKinney
7 was innocent, including a telephone transcript of a tape recorded phone conversation between
8 Plaintiff and her fiancé, a court document that proves beyond a shadow of a doubt that
9 McKinney was innocent, that it was "the Church" that had been pressing charges against
10 McKinney in 1977, and that their kidnap and rape yarn was false. Defendants omitted this
11 document to confuse the theater audience and to create doubt about McKinney's innocence.

PUBLICATION AND DISTRIBUTION

13 67. A press release issued by Sundance Selects dated January 18, 2011 stated:
14 "Sundance Selects announced today that the company is acquiring North American rights to
15 Errol Morris' highly acclaimed documentary TABLOID. . . . The company plans to play the
16 critically acclaimed film at key film festivals before aggressively rolling it out theatrically and
17 on their video on-demand platform in the summer of 2011.".

18 68. After being shown to limited audiences at film festivals, the first general
19 distribution of "Tabloid" to the public began in July 2011 when it was distributed by
20 Defendants at theaters in many major cities, including Los Angeles, New York City, Chicago,
21 Dallas, Atlanta, San Francisco, Philadelphia, Washington DC, Denver, Minneapolis, San
22 Diego, St. Louis, Detroit, Cleveland, and Salt Lake City, among others, and broadcast
23 nationwide via the Sundance Selects "video-on-demand" service available in approximately
24 forty million (40,000,000) homes on most major cable systems, including Comcast,
25 Cablevision, Cox, Time Warner, and the satellite provider Direct TV.

69. On or about July 16, 2011 Morris stated during an interview on The Sound of Young America radio show, conducted in Los Angeles, California: "Joyce McKinney came over to England with a name of accommodations, Smith and Weston hamknives, a bottle of

1 chloroform." This statement is false, misleading, and/or casts Plaintiff in a false light. The
2 statement was re-published in audio and in print on the Internet on or about July 18, 2011.

3 70. On information and belief, Defendants released the film "Tabloid" to the
4 general public in DVD format beginning on November 1, 2011.

5 **DAMAGES**

6 71. As a direct and proximate result of Defendants' acts, Plaintiff has suffered
7 humiliation, mental anguish, depression, insomnia, agoraphobia, feelings of low self worth,
8 chest pains, physical illness, and emotional and physical distress, and has been injured in mind
9 and body with severe emotional harm and anxiety.

10 72. As a direct and proximate result of Defendants' acts, Plaintiff's mother and
11 father have also suffered severely, which has also exacerbated Plaintiff's suffering.

12 73. In 1978, Penthouse magazine had offered Plaintiff several million dollars for
13 her story, but McKinney turned it down because she was opposed to nudity and did not feel
14 that Penthouse magazine was a proper forum for her love story.

15 74. Defendants' theft and retention of Plaintiff's materials taken from her luggage,
16 without Plaintiff's consent and despite her request that the materials be returned, continue to
17 prevent her from working on or publishing her book, causing her significant financial harm.

18 75. Plaintiff sues under the common law for defamation, invasion of privacy, false
19 light, and other causes of action, seeking monetary damages for Defendants' unjust
20 enrichment from the use of Plaintiff's name, materials, likeness, and interview footage,
21 general damages, restitution of her materials, punitive damages, and fees and costs.

22 **COUNT I: COMMON LAW MISAPPROPRIATION OF LIKENESS/INVASION OF
23 PRIVACY
(Against All Defendants)**

24 76. Plaintiff realleges and incorporates by reference each and every allegation
25 contained in each of the above paragraphs as if fully set forth herein.

26 77. The foregoing events, including the actions of Manis, Lipson, Clearway, and
27 others in unfairly obtaining Plaintiff's interview, photographs, video recordings, newspaper
28 clippings, and other materials, and the writing, filming, production, and distribution of the

1 film "Tabloid" which contained the aforementioned interview, photographs, video
2 recordings, and newspaper clippings, amounted to an appropriation of Plaintiff's name,
3 identity and/or likeness for the Defendants' own use and benefit.

4 78. The misappropriation of Plaintiff's name, identity and/or likeness for the
5 Defendants' own use and benefit was without Plaintiff's consent.

6 79. As a proximate result of Defendants' misappropriation of Plaintiff's name,
7 identity and/or likeness, as alleged above, Plaintiff has been harmed in that Plaintiff has
8 suffered harm to reputation. As a result, Plaintiff has suffered such damages in an amount
9 according to proof.

10 80. As a further proximate result of misappropriation of Plaintiff's name, identity
11 and/or likeness, as alleged above, Plaintiff has been harmed in that Plaintiff has suffered
12 humiliation, mental anguish, depression, insomnia, agoraphobia, feelings of low self-worth,
13 chest pains, physical illness, and emotional and physical distress, and has been injured in mind
14 and body with severe emotional harm and anxiety. As a result, Plaintiff has suffered such
15 damages in an amount according to proof.

16 81. The above-recited misappropriation of Plaintiff's name, identity and/or
17 likeness by Defendants was done with malice, fraud, or oppression, and in reckless disregard
18 of Plaintiff's rights. Because these acts were carried out in a despicable, deliberate, and
19 intentional manner, this conduct warrants the assessment of punitive damages in a sum
20 sufficient to punish and deter future such conduct.

21
22 **COUNT II: COMMERCIAL MISAPPROPRIATION OF LIKENESS—
CIVIL CODE § 3344/INVASION OF PRIVACY**
23 (Against All Defendants)

24 82. Plaintiff realleges and incorporates by reference each and every allegation
25 contained in each of the above paragraphs as if fully set forth herein.

26 83. The foregoing events, including the actions of Morris, Lipson, Clearway and
27 others in unfairly obtaining Plaintiff's interview, photographs, video recordings, and
28 newspaper clippings, and the writing, filming, production, and distribution of the film

1 "Tabloid," which contained the aforementioned interview, photographs, video recordings, and
2 newspaper clippings, amounted to an appropriation of Plaintiff's name, identity and/or
3 likeness for the Defendants' own use and benefit.

4 84. The misappropriation of Plaintiff's name, voice, photographs and likeness was
5 directly connected with advertising and/or commercial sales, and was knowingly used by
6 Defendants for those purposes for the film, a movie poster, and a soundtrack album.

7 85. The misappropriation of Plaintiff's name, identity and/or likeness for the
8 Defendants' own use and benefit was without Plaintiff's consent.

9 86. As a proximate result of Defendants' misappropriation of Plaintiff's name,
10 identity and/or likeness, as alleged above, Plaintiff has been harmed in that Plaintiff has
11 suffered harm to reputation, and has been made a victim of unwilling notoriety. As a result,
12 Plaintiff has suffered such damages in an amount according to proof.

13 87. As a further proximate result of misappropriation of Plaintiff's name, identity
14 and/or likeness, as alleged above, Plaintiff has been harmed in that Plaintiff has suffered
15 humiliation, mental anguish, depression, insomnia, agoraphobia, feelings of low self worth,
16 chest pains, physical illness, and emotional and physical distress, and has been injured in mind
17 and body with severe emotional harm and anxiety. As a result, Plaintiff has suffered such
18 damages in an amount according to proof.

19 88. The above-recited misappropriation of Plaintiff's name, identity and/or
20 likeness by Defendants was done with malice, fraud, or oppression, and in reckless disregard
21 of Plaintiff's rights. Because these acts were carried out in a despicable, deliberate, and
22 intentional manner, this conduct warrants the assessment of punitive damages in a sum
23 sufficient to punish and deter future such conduct.

**COUNT III: INTRUSION ON SECLUSION/INVASION OF PRIVACY
(Against All Defendants)**

26 89. Plaintiff realleges and incorporates by reference each and every allegation
27 contained in each of the above paragraphs as if fully set forth herein.

28 90. Plaintiff has a right of privacy, including the right to live her own life in

1 seclusion, without being subjected to unwarranted and undesired publicity.

2 91. Plaintiff had moved to have her privacy. Plaintiff had changed her name to
3 maintain her privacy, which Defendants have repeatedly given out, along with Plaintiff's
4 private cell number, in an attempt to gain publicity for their film. They even showed images
5 of Plaintiff's home and family, and gave out her location and phone numbers to strangers and
6 tabloids, which Clearway had promised not to do.

7 92. In taking the aforementioned actions, Defendants intruded into the private
8 affairs and the seclusion Plaintiff enjoyed.

9 93. Defendants intentionally intruded into Plaintiff's private affairs and seclusion.

10 94. The intrusion into Plaintiff's private affairs and seclusion was highly offensive
11 to a reasonable person.

12 95. As a proximate result of Defendants' intrusion into Plaintiff's seclusion, as
13 alleged above, Plaintiff has been harmed in that Plaintiff has suffered harm to reputation. As
14 a result, Plaintiff has suffered such damages in an amount according to proof.

15 96. As a further proximate result of Defendants' intrusion into Plaintiff's seclusion,
16 as alleged above, Plaintiff has been harmed in that Plaintiff has suffered humiliation, mental
17 anguish, depression, insomnia, agoraphobia, feelings of low self worth, chest pains, physical
18 illness, and emotional and physical distress, and has been injured in mind and body with
19 severe emotional harm and anxiety. As a result, Plaintiff has suffered such damages in an
20 amount according to proof.

21 97. The above-recited intrusion into Plaintiff's seclusion by Defendants was done
22 with malice, fraud, or oppression, and in reckless disregard of Plaintiff's rights. Because
23 these acts were carried out in a despicable, deliberate, and intentional manner, this conduct
24 warrants the assessment of punitive damages in a sum sufficient to punish and deter future
25 such conduct.

26
27 **COUNT IV: FALSE LIGHT/INVASION OF PRIVACY**
28 (Against All Defendants)

29 98. Plaintiff realleges and incorporates by reference each and every allegation

I contained in each of the above paragraphs as if fully set forth herein.

2 99. The film "Tabloid," and the efforts on the part of Defendants to publicize the
3 film, including displaying it at various film festivals, displaying trailers for the film,
4 publishing posters about the film, and giving interviews about the content of the film were a
5 form of publicity broadcast to numerous unknown persons throughout the world.

6 100. Defendants' depiction of Plaintiff was unfair and/or inaccurate.

7 101. The false light in which Defendants depicted Plaintiff was highly offensive to a
8 reasonable person and often obscene.

9 102. In inaccurately and/or unfairly depicting Plaintiff, Defendants acted with
10 knowledge of, or acted in reckless disregard of, the falsity of the publicized facts and the false
11 light in which Plaintiff would be placed.

12 103. As a proximate result of Defendants' depiction of Plaintiff, as alleged above,
13 Plaintiff has been harmed in that Plaintiff has suffered harm to reputation. As a result,
14 Plaintiff has suffered such damages in an amount according to proof.

15 104. As a further proximate result of Defendants' depiction of Plaintiff, as alleged
16 above, Plaintiff has been harmed in that Plaintiff has suffered humiliation, mental anguish,
17 depression, insomnia, agoraphobia, feelings of low self worth, chest pains, physical illness,
18 and emotional and physical distress, and has been injured in mind and body with severe
19 emotional harm and anxiety. As a result, Plaintiff has suffered such damages in an amount
20 according to proof.

21 105. The above-recited depiction of Plaintiff by Defendants was done with malice.
22 fraud, or oppression, and in reckless disregard of Plaintiff's rights. Because these acts were
23 carried out in a despicable, deliberate, and intentional manner, this conduct warrants the
24 assessment of punitive damages in a sum sufficient to punish and deter future such conduct.

COUNT V: DEFAMATION
(Against All Defendants)

27 106. Plaintiff realleges and incorporates by reference each and every allegation
28 contained in each of the above paragraphs as if fully set forth herein.

1 107. The above-referenced statements, depictions, and portrayals concerning
2 Plaintiff were false and unprivileged.

3 108. The above-referenced statements, depictions, and portrayals were understood
4 by those who saw and heard them as concerning Plaintiff.

5 109. The above-referenced statements about and depictions and portrayals of
6 Plaintiff were published numerous times to individuals all over the world, including theater
7 audiences in the United States, Great Britain, Canada, Australia, and other countries.

8 110. The above-referenced statements, depictions, and portrayals have exposed
9 Plaintiff to hatred, contempl. public ridicule, derision, and disgrace, and suggested that
10 Plaintiff had engaged in prostitution, unchastity with men other than her fiancé, sexual
11 offenses, lewd activities, and the commission of criminal activity, including rape.

12 111. In making the above-referenced statements and depictions, or in re-publishing
13 them, Defendants acted with knowledge of, or acted in reckless disregard of, the falsity of the
14 publicized facts and the false light in which Plaintiff would be placed.

15 112. As a proximate result of the above-referenced statements and depictions, as
16 alleged above, Plaintiff has been harmed in that Plaintiff has suffered harm to reputation. As
17 a result, Plaintiff has suffered such damages in an amount according to proof.

18 113. As a further proximate result of the above-referenced statements and
19 depictions, as alleged above, Plaintiff has been harmed in that Plaintiff has suffered
20 humiliation, mental anguish, depression, insomnia, agoraphobia, feelings of low self worth,
21 chest pains, physical illness, and emotional and physical distress, and has been injured in mind
22 and body with severe emotional harm and anxiety. As a result, Plaintiff has suffered such
23 damages in an amount according to proof.

24 114. The above-referenced statements and depictions were done with malice, fraud,
25 or oppression, and in reckless disregard of Plaintiff's rights. Because these acts were carried
26 out in a despicable, deliberate, and intentional manner, this conduct warrants the assessment
27 of punitive damages in a sum sufficient to punish and deter future such conduct.

28

**COUNT VI: INTENTIONAL MISREPRESENTATION/FRAUD
(Against All Defendants)**

115. Plaintiff realleges and incorporates by reference each and every allegation contained in each of the above paragraphs as if fully set forth herein.

I16. The representations and material omissions of Defendants, as alleged above, and each of them, were false.

117. The true facts were, on information and belief, that Defendants at all times knew such representations were false and made them with the intent to cause Plaintiff to rely upon them and to deceive Plaintiff and induce her to cooperate with Defendants, as alleged herein.

118. Plaintiff believed and relied on the representations by Defendants and was thereby induced to cooperate with Defendants, as alleged herein. Had it not been for Plaintiff's reliance on said representations and material omissions, Plaintiff would not have cooperated with Defendants or given them an interview.

119. The facts alleged herein to have been omitted by Defendants or
misrepresented by Defendants were material to Plaintiff's decision to cooperate with
Defendants. Had Plaintiff believed she was contributing to a film called "Tabloid," or
anything other than a Showtime television series that was intended to reflect positively on her,
she would not have cooperated with Defendants.

120. Plaintiff's reliance on Defendants' misrepresentations and omissions was reasonable and justifiable.

121. As a proximate result of Plaintiff's reliance on Defendants' misrepresentations and omissions, as alleged above, Plaintiff has been harmed in that Plaintiff has suffered harm to reputation. As a result, Plaintiff has suffered such damages in an amount according to proof.

1122. As a further proximate result of Defendants' depiction of Plaintiff, as alleged above. Plaintiff has been harmed in that Plaintiff has suffered humiliation, mental anguish, depression, insomnia, agoraphobia, feelings of low self worth, chest pains, physical illness,

1 and emotional and physical distress, and has been injured in mind and body with severe
2 emotional harm and anxiety. As a result, Plaintiff has suffered such damages in an amount
3 according to proof.

4 123. The above-recited depiction of Plaintiff by Defendants was done with malice.
5 fraud, or oppression, and in reckless disregard of Plaintiff's rights. Because these acts were
6 carried out in a despicable, deliberate, and intentional manner, this conduct warrants the
7 assessment of punitive damages in a sum sufficient to punish and deter future such conduct.

8
9 **COUNT VII: BREACH OF CONTRACT**
(Against All Defendants)

10 124. Plaintiff realleges and incorporates by reference each and every allegation
11 contained in each of the above paragraphs as if fully set forth herein.

12 125. An agreement existed between Plaintiff and Defendants whereby Plaintiff
13 allowed Morris to interview her on September 12, 2009 solely for a Showtime television
14 series about paparazzi, and only on the following conditions:

15 a. it would be a "short interview" about tabloid tactics and paparazzi and how
16 they destroy privacy, and would be shown on Showtime network;
17 b. the TV show would depict the fact that Plaintiff was innocent of
18 accusations that had been leveled against her in England in 1977;
19 c. it would help clear Plaintiff's name;
20 d. Morris's agents would go to England to obtain court records to show that
21 Plaintiff was never even charged with rape, and would share the records
22 with her;
23 e. no defamatory material would be used, and nothing at all from the *Daily*
24 *Mirror* tabloid;
25 f. in order to protect Plaintiff's privacy, Plaintiff's home, family and pets
26 would not be photographed, her location would not be revealed, and her
27 contact information would not be provided to journalists.

28 126. Plaintiff fulfilled any and all conditions and duties to Defendants under any

1 contract, written, oral, or implied, with Defendants, as alleged herein.

2 127. Defendants breached the agreement, as alleged herein, by using Morris's
3 interview with Plaintiff and the materials taken from Plaintiff's luggage in a film, "Tableoid,"
4 and by violating all of the other above-referenced conditions.

5 128. The aforementioned breaches were material to the purposes of the above-
6 referenced agreement. Defendants breached the agreement willfully.

7 129. The March 17, 2010 release is unenforceable because it was signed under
8 severe duress. In the alternative, Defendants breached oral conditions of that release,
9 specifically, that Defendants help save Plaintiff's dog from execution by providing legal
10 counsel and that Defendants would return to Plaintiff her missing materials, by failing to
11 provide proper legal counsel, by paying an individual \$2,000 to make the dog appear vicious
12 in order to cause the dog to be executed, and by retaining Plaintiff's materials.

13 130. As a direct and proximate result of Defendants' breaches, Plaintiff has suffered
14 damages according to proof.

15
16 **COUNT VIII: INTENTIONAL INFILCTION OF EMOTIONAL DISTRESS**
(Against All Defendants)

17 131. Plaintiff realleges and incorporates by reference each and every allegation
18 contained in each of the above paragraphs as if fully set forth herein.

19 132. Defendants acted knowingly and unreasonably with the intent to inflict mental
20 anguish, humiliation, and emotional and physical distress upon the Plaintiff, as alleged herein.

21 133. Defendants' conduct had a severe and traumatic effect on Plaintiff's emotional
22 tranquility. As a direct and proximate result of Defendants' acts, Plaintiff suffered severe
23 emotional distress in the form of humiliation, mental anguish, depression, insomnia,
24 agoraphobia, feelings of low self worth, chest pains, physical illness, and emotional and
25 physical distress, and has been injured in mind and body with severe emotional harm and
26 anxiety.

27 134. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered
28 general damages according to proof.

COUNT IX: CONVERSION (Against All Defendants)

3 135. Plaintiff alleges and incorporates by reference each and every allegation
4 contained in each of the above paragraphs as if fully set forth herein.

5 136. Plaintiff had a right of ownership and possession over her materials and
6 memorabilia, including photographs, video recordings, news clips, home movies, and the like,
7 as alleged herein.

8 137. Defendants, through their wrongful actions, wrongfully assumed control and
9 ownership of Plaintiff's materials, as alleged herein.

138. Defendants' conduct had a severe and traumatic effect on Plaintiff's emotional
tranquility. As a direct and proximate result of Defendants' acts, Plaintiff has suffered
humiliation, mental anguish, depression, insomnia, agoraphobia, feelings of low self worth,
chest pains, physical illness, and emotional and physical distress, and has been injured in mind
and body with severe emotional harm and anxiety.

139. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered
general damages according to proof.

**COUNT X: UNJUST ENRICHMENT
(Against All Defendants)**

19 140. Plaintiff realleges and incorporates by reference each and every allegation
20 contained in each of the above paragraphs as if fully set forth herein.

21 141. By reason of breaches of contract, intentional misrepresentation, and other
22 wrongs, as alleged herein, Defendants, and each of them, have been unjustly enriched at the
23 expense of Plaintiff.

24 1142. Plaintiff, to the extent she willingly cooperated with Defendants, as alleged
25 herein, conferred a benefit upon Defendants.

26 143. Retention by Defendants of the benefits Plaintiff conferred upon them would
27 be unjust.

11441. As a direct and proximate result of said unjust enrichment, Plaintiff is entitled

1 to restitution of all interviews, materials, and any other matter of contained and held by
2 Defendants, and each of them, in an amount to be shown by proof at time of trial.

3

4 **COUNT XI: VIOLATION OF CAL. BUS. & PROF. CODE § 17200**
(Against All Defendants)

5 145. Plaintiff realleges and incorporates by reference each and every allegation
6 contained in each of the above paragraphs as if fully set forth herein.

7 146. Defendants' acts and practices as alleged in this Complaint constitute unlawful,
8 unfair, and/or fraudulent business practices in violation of the Unfair Competition Law, Cal.
9 Bus. & Prof. Code § 17200, *et seq.*

10 147. Defendants engaged in unlawful business practices by, among other things,
11 engaging in conduct that constitutes fraudulent concealment and nondisclosure.

12 148. Defendants engaged in unfair business practices by, among other things: (a)
13 engaging in conduct where any utility of that conduct is outweighed by the gravity of the
14 consequences to Plaintiff; (b) engaging in conduct that is immoral, unethical, oppressive,
15 unscrupulous, or substantially injurious to Plaintiff; and (c) engaging in conduct that
16 undermines or violates the stated policies underlying the CLRA, Civil Code § 1750, *et seq.*
17 which seeks to protect consumers against unfair and sharp business practices and to promote a
18 basic level of honesty and reliability in the marketplace, as well as policies underlying the
19 common law, such as fraudulent concealment and nondisclosure.

20 149. Defendants engaged in fraudulent business practices by engaging in conduct
21 that was and is likely to deceive consumers acting reasonably under the circumstances.

22 150. Plaintiff is visually impaired and therefore "disabled" as that term is defined in
23 California Business & Professions Code § 17206.1.

24 151. As a direct and proximate cause of Defendants' misconduct, Plaintiff has
25 suffered economic harm. Accordingly, Plaintiff seeks equitable relief, including restitution of
26 all money wrongfully acquired by Defendants as a result of their unlawful, unfair, and
27 fraudulent business practices, as well as recovery of attorneys' fees and costs of suit, and civil
28 penalties and restoration of money and property under Cal. Bus. & Prof. Code § 17206.1.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as follows:

- a) For general damages according to proof;
- b) For compensatory and other contractual damages according to proof;
- c) For punitive damages in an amount appropriate to punish Defendants for their wrongful conduct and to set an example for others;
- d) For Defendants' unjust enrichment due to their wrongful acts;
- e) The restitution of Plaintiff's materials, as alleged herein;
- f) For interest on the sum of damages awarded;
- g) For civil penalties and restoration of money and property pursuant to California Business & Professions Code § 17206.1;
- h) For attorneys' fees and costs of suit herein incurred;
- i) For such ancillary orders and decrees as may be necessary to enjoin and restrain the improper conduct and wrongdoing of Defendants; and
- j) For such other and further relief as the Court deems proper.

JURY DEMAND

Plaintiff hereby demands a trial by jury on all counts.

18 | DATED: November 2, 2011

Respectfully submitted,

THE TIDRICK LAW FIRM

By:

**STEVEN C. TIGRICK, SBN 224760
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